

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

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BRANCH BANKING AND TRUST  
COMPANY, a North Carolina banking  
corporation,

Case No. 2:12-cv-00453-APG-NJK

Plaintiff,

V.

SMOKE RANCH DEVELOPMENT, LLC, a Nevada limited liability company; YOEL INY, an individual; NOAM SCHWARTZ, an individual; YOEL INY, Trustee of the Y & T INY FAMILY TRUST dated June 8, 1994, as amended; NOAM SCWARTZ, Trustee of the NOAM SCHWARTZ TRUST dated August 19, 1999; D.M.S.I., LLC, a Nevada limited liability company; and DOES 1 through 10, inclusive.

## JUDGMENT

(Dkt. #178)

#### Defendants.

On September 26, 2014, I entered partial summary judgment in favor of plaintiff Branch Banking and Trust Company (“BB&T”) finding the defendants liable under the Promissory Note and Guaranties at issue in this case. (Dkt. #130.) Subsequently, the parties stipulated that on February 29, 2012, the property that is the subject of this litigation was sold at a non-judicial trustee’s sale for a credit bid in the amount of \$436,000.00. (Dkt. #165.) On June 8, 2015, in open court, the parties read into the record their stipulation that the amount of the debt as of February 29, 2012 was \$821,092.45. (*See also* Dkt. #178.) On June 9, 2015, I entered an Order determining that the fair market value of the subject property as of February 29, 2012 was \$300,000. (Dkt. #177.) In that Order, I also ruled that BB&T is entitled to recover a deficiency judgment against the defendants under Nevada Revised Statute §40.455 in the amount of \$385,092.45 plus interest from February 29, 2012 to the date of judgment. (*Id.*)

Pursuant to my June 9, 2015 Order, the parties submitted additional briefs regarding the interest calculation. (Dkt. #179, 180, 181.) As set forth in the relevant loan documents, the

1 default interest rate is 18% per annum, computed on a 360-day year. (Dkt. #179 at ftnt. 1.) Thus,  
2 the deficiency amount accrued interest at the rate of \$192.55 per diem, yielding interest for the  
3 period February 29, 2012 through August 27, 2015 in the amount of \$245,308.70 (1274 days x  
4 \$192.55).

5 **IT IS THEREFORE ORDERED** that judgment is hereby entered in favor of plaintiff  
6 Branch Banking and Trust Company and against defendants Smoke Ranch Development, LLC;  
7 Yoel Iny; Noam Schwartz; the Y & T Iny Family Trust dated June 8, 1994, as amended; the Noam  
8 Schwartz dated August 19, 1999; and D.M.S.I., LLC, jointly and severally, in the amount of  
9 \$630,401.15. That amount is comprised of the deficiency amount of \$385,092.45 plus interest of  
10 \$245,308.70 for the period February 29, 2012 through August 27, 2015.

11 **IT IS FURTHER ORDERED** that the judgment amount shall accrue interest at the legal  
12 rate from the date of entry of judgment until the judgment is paid in full.

13 **IT IS FURTHER ORDERED** that if plaintiff Branch Banking and Trust Company  
14 believes it is entitled to recover its attorneys' fees and costs, it shall file a motion within 14 days of  
15 entry of this Judgment.

16 DATED this 27<sup>th</sup> day of August, 2015.  
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18  
19 ANDREW P. GORDON  
20 UNITED STATES DISTRICT JUDGE  
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